



**GENERAL EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

**THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE, INC.**

October 01, 2005 to September 30, 2008

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PREAMBLE

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred to as the Town), and the Florida State Lodge, Fraternal Order Of Police, Inc., (hereinafter referred to as the Union or FOP).

Whereas the Florida State Lodge Fraternal Order Of Police, Inc. has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

This agreement reduces to writing the understanding of the Town and the Union and complies with the requirements contained in Chapter 447 Florida Statutes as amended.

Now, therefore, the parties agree as follows:

ARTICLE 1 - RECOGNITION

The Town of Davie recognizes the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., (hereinafter referred as to the Union or FOP), as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

INCLUDED: All regular full and part-time personnel employed by the Town of Davie in the following job classifications:

Administrative Aide,

The parties agree that representation of positions within the Administrative Aide job classification is governed pursuant to Florida Public Employees Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of this agreement.

Administrative Secretary,

Building Inspector,

Building Plans Examiner,

Buyer,

Cash Receptionist,

Chief Building Inspector,

Chief Code Compliance Inspector,

Chief Electrical Inspector,

Chief Engineering Inspector,

Chief Landscape Inspector,

Chief Mechanical Inspector,

Chief Plumbing Inspector,

Clerk III,

Clerk Customer Relations I,

Clerk Typist I,

Clerk Typist II,

Code Compliance Inspector,

Code Compliance Inspector II,

Community Affairs Representative,

Crew Leader,

Crime Scene Technician,

Electrical Inspector,

Engineering Inspector,

Equipment Operator,

Events Specialist,

Field Customer Service,

Finance Clerk I,

Finance Clerk II,

Fitness Specialist,

Grants Specialist,

Laborer,

Lead Operator,

129 Lift Station Operator,
130 Lift Station Trainee,
131 Maintenance Technician I,
132 Maintenance Technician III,
133 Mechanical Inspector,
134 Office Assistant,
135 Office Supervisor,
136 Operations Supervisor,
137 Park Ranger,
138 Permit Clerk,
139 Permit Examiner,
140 Plant Operator I,
141 Plant Operator II,
142 Plant Operator Trainee,
143 Plumbing Inspector,
144 Police Service Aide (P.S.A.),
145 P.S.A Special Assignment,
146 Pool Lifeguard,
147 Pool Lifeguard (part-time),
148 Programs Specialist,
149 Public Information Specialist,
150 Recreation Attendant,
151 Recreation Leader,
152 Revenue Specialist,
153 Safe Neighborhoods Coordinator,
154 Secretary,
155 Urban Forester,
156 Utilities Field Technician I,
157 Utilities Field Technician II,
158 Utilities Field Technician Trainee,
159 Utilities Maintenance Mechanic Trainee,
160 Zoning Technician I.

161
162 **EXCLUDED:** All other personnel employed by the Town of Davie, in job classifications not named
163 above. All other personnel who may, from time to time, be excluded pursuant to the
164 Florida Public Employees Relations Commission. In addition, positions within the
165 Administrative Aide job classification which serve a director shall be excluded, pursuant
166 to Florida Public Employees Relations Commission Final Order Number 06E-051 for
167 Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of
168 this agreement. Otherwise, exclusion or inclusion of newly created positions within this
169 classification shall be determined on a case-by-case basis in accordance with Chapter
170 447, Florida Statutes.

171 In the event a new job classification is created within the Town, the Town will notify the bargaining unit
172 of such action. If the Florida Public Employees Relations Commission determines that the new job
173 classification is a job classification represented by the bargaining unit, the Town and the bargaining unit
174 will meet and negotiation for the wages of said new job classification.
175

176 Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or
177 persons employed in the aforementioned unit as defined by the Florida Public Employees Relations
178 Commission, Case Numbers RC 2004-025 and RC 2004-026, Certification Number 1535, Election Case
179 Number EL-2004-065 held on January 12, 2005 whereas the Florida State Lodge, Fraternal Order of
180 Police, Inc. has been certified on January 28, 2005 by the Commission as the exclusive collective
181 bargaining representative for said employees, and amended pursuant to Florida Public Employees
182 Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-
183 019, which is hereto incorporated as part of this agreement.
184

185 Part time employees will not receive any benefit under this Agreement unless certain benefits are
186 specifically provided for part time employees.

ARTICLE 2 - NON-DISCRIMINATION

- 2.1 The Town and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on the basis of race, color, creed, disability, national origin, age, religion, sex, sexual orientation or political affiliation.
- 2.2 The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Union.
- 2.3 The parties agree that there will be no discrimination against an employee for joining or not joining the Union.
- 2.4 The Union shall not be required to process grievances for employees who are not dues paying members in good standing with the Union.
- 2.5 Should the Town take action to grant an employment accommodation under the Americans with Disabilities Act (ADA) of 1990, and such accommodation materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town will provide the Union with sufficient information to enable the union to understand and evaluate the nature of the Town's participation therein unless prohibited due to confidentiality, non disclosure requirements of ADA, or otherwise prohibited by State, Federal, or local law, rule, or regulation.

ARTICLE 3 - NO STRIKES, NO LOCKOUTS

- 3.1 The Union agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.
- 3.2 The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

ARTICLE 4 - MANAGEMENT RIGHTS

It is understood that the Town of Davie has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Town has not officially abridged, delegated, or modified by the provisions of this agreement are retained by the Town.

The rights of the Town, through its management officials, shall include but shall not be limited:

- to the right to determine the organization of Town Government;
- to determine the purpose of each of its constituent departments and divisions;
- to exercise control and discretion over the organization and efficiency of operations of the Town;
- to set standards for service to be offered to the public;
- to direct the employees of the Town;
- to schedule employees in positions with the Town;
- to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- to increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- to establish, modify, combine, or abolish job pay positions;
- to determine the method and means for selection for initial hire and for promotions;
- to change or eliminate existing methods of operation, equipment, or facilities;
- to formulate, amend, or modify rules, regulations, and procedures, in accordance with Article 8 of this agreement.

However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement in force.

The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

In the event the Town exercises its management rights pursuant to Article 4 in such a manner so as to materially affect a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town agrees to the following procedure. The Town will provide the FOP with written notice of its determination. The FOP will have seven (7) calendar days within which to request impact bargaining. If the union determines that a change materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, then the union will provide the Town notice of the alleged impact and request impact bargaining within seven (7) days of discovering the change. Said request shall be in writing and shall identify the alleged impact of the Town's determination. The parties will engage in impact bargaining within ten (10) working days. Impact bargaining will be conducted in accordance with state law. Failure to request impact bargaining within seven (7) days of either notice or discovery, which ever comes first, will constitute a waiver of any right to impact bargaining.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained by the custodian of personnel records. However, this does not preclude Departments from maintaining their own files or supervisor notes.
2. Any member of the bargaining unit shall have the right to examine his/her official personnel file and/or public records at any reasonable time, upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies pursuant to Resolution 2001-157 and/or the Public Record law.
3. An employee may if he/she desires, may file a statement of rebuttal to any document in the official personnel file, and/or any other public record containing information about the employee. Said rebuttal will be filed in the employee's official personnel file, shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.

5.2 PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. The evaluation shall be completed within sixty (60) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the employee's anniversary date. For employees on paid leaves of absences in excess of five (5) months or unpaid leaves of absence in excess of sixty (60) days, the employee's anniversary date will be extended for a period of time equal to that of the leave of absence.

5.3 FACILITIES

1. The Town agrees that there will be lunch and lavatory facilities provided and maintained by the Town. Existing lockers for field personnel in the Police Department, Public Works Department, and Utilities Department will be maintained.

ARTICLE 6 - UNION RIGHTS

DUES DEDUCTIONS

- 6.1 Union deductions shall be made in accordance with forms provided by the Union and executed and authorized by the employee authorizing said deductions. There shall be administrative fees charged by the Town for these dues deductions. The amount of monies to be deducted for each employee shall be provided by the Union to the Town. Any changes in the amounts to be deducted shall be given to the Town by the Union and the Town will effect said changes for individuals by the next full bi-weekly payroll or within forty-five (45) days for mass changes.
- 6.2 The Union shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.
- 6.3 Any employee may withdraw his or her membership in the Union upon written request and thirty (30) days notice to the Town and Union.
- 6.4 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police Labor Council, 242 Office Plaza, Tallahassee, Florida 32301.

SERVICES TO THE UNION

- 6.5 The Town shall provide to the Union, upon request, a list of all bargaining unit employees, including name and address (address pursuant to provisions of FSS 119).

ON-SITE REPRESENTATIVE

- 6.6
1. The Union shall appoint six (6) On-Site Representatives, one of whom shall be the Chief On-Site Representative and six (6) alternates, for the bargaining unit and shall notify the Town of those representatives in writing.
 2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, shall, upon request to and scheduling with their department director, have up to fifteen (15) minutes to discuss any duly filed grievance with a unit member. No more than eight (8) hours, in the aggregate, per fiscal year per on-site representative or alternate shall be utilized for such purposes. Prior approval of their supervisor is required. The supervisor's approval shall not be unreasonably withheld.
 3. The six (6) on-site representatives and six (6) alternates shall be permitted three (3) days off each per year drawn from the Union established pool of leave time consisting of bargaining unit members leave accruals and as approved by the department director to attend an officially sanctioned Union business at the discretion of the Town.

4. For purposes of calculating overtime pay, all time spent by the On-Site Representative, alternate, or the Chief On-Site Representative pursuant to Section 6.6 of this article shall count as time worked during regular work hours not to exceed a total of eight (8) hours, in the aggregate per on-site representative or alternate in the fiscal year. All hours must be documented in a memorandum to the department of Human Resources Management.
5. Employees designated as Union Representatives shall be dues paying members and shall be in good standing.

BULLETIN BOARDS

- 6.7 The Town agrees that it shall provide space for one Union purchased bulletin board in each department in which unit members work for use by the Union with a maximum of ten (10) bulletin boards total. Such bulletin boards will not exceed 36 inches in height and 24 inches in width and shall be locking. The Town will be provided with a key to each bulletin board lock. Union material will be posted only on these Union bulletin boards and only following express approval of the director of the department in which the bulletin board is located.

DISTRIBUTION OF UNION MATERIAL

- 6.8 1. The Town agrees to permit the Union to distribute Town approved written material, provided that such material will only be disseminated on the normal payday. The Union shall notify and provide the material to be distributed to the Town Administrator or designee no later than 11:00 a.m., two (2) days prior to the normal payday. Town approved written material may be distributed along with but not attached to paychecks.
2. It is understood by both parties that the Town shall incur no liability with respect to any action that may or may not be taken by any individual, group, or corporation as a result of the distribution of such material.

USE OF TOWN FACILITIES

- 6.9 The Union will be permitted to use the Town Hall Community Room or other location to be determined by the Town no greater than once per month on Mondays through Fridays at no cost as available, for sanctioned Union business, provided said arrangements have been made no more than ten (10) days in advance. The Town may also, at its discretion, permit the Union to use the Police Department Community Room on a pre-arranged date and time and no greater than once per month on Mondays through Fridays at no cost. The Town may cancel the use of the Police Department Community Room for Town deemed emergencies. The Town may cancel said use of the Town Hall Community Room or other location at any time. The Town may charge the Union for cleaning of the Town Hall Community Room or other location following the Unions use if the room is not left as it was found.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 The following grievance procedure is to be used for the settlement of disputes between the Town and the Union involving the interpretation or application of specific provisions of the collective bargaining agreement.
- 7.2 The Union shall not be required to process grievances for employees who are not members of the Union.
- 7.3 Any employee who is a dues paying member shall be entitled to use the grievance procedure, even during their probationary period for other than a grievance involving discharge.
- 7.4 Any formal grievance filed shall be on proper forms agreed by the parties and shall cite the provisions of the Agreement (i.e. article & section) alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s). Grievance forms submitted which do not contain the above information and are incomplete, shall be returned to the employee(s) or the Union to be re-filed within the time period as mentioned in Section 7.6.
- 7.5 Grievance discussions will be scheduled and will be conducted by the department with notice to the Union. The aggrieved employee shall suffer no loss of pay or benefits for the time required for such meetings. Whenever practical, grievance discussions will be held during the grievant's regularly scheduled shift, or within two (2) hours of the start or end of the employee's regularly scheduled shift. The grievant shall be given reasonable notice of the grievance hearings as provided herein.
- 7.6 Grievances shall be processed in the following manner:
- Step 1 Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the Union (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not resolved, then; shall automatically proceed to Step 2.
- Step 2 If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union representative, and the grievance shall be filed with the department director or designee within five (5) working days. The representative, the grievant, and the department director shall conduct a meeting to discuss the matter. If not resolved at that time, proceed with Step 3.

Step 3 If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or designee for decision. The Union representative, the grievant, and the Town Administrator, or designee, shall discuss the matter within ten (10) working days with the response to be rendered within ten (10) working days thereafter. The FOP shall receive their notice by certified mail or by phone to pick up a copy within five (5) business days and if not picked up by the Union, the Town will send a certified letter to the FOP Staff Representative or designee. If not adjusted, then proceed to Step 4.

Step 4 The terminal step of this grievance procedure will be a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement nor shall he or she have the power to establish or change any wage scale or classification, or level of disciplinary action, or impair any of the rights reserved to management by the terms hereof, either directly or indirectly, under the guise of interpretation. Not later than ten (10) working days after the response is rendered in Step 3 the Union/grievant, if not satisfied with the response at Step 3, may request in writing to the Town final and binding disposition by an impartial neutral, mutually selected by the parties. Upon failure of the parties to agree upon an impartial neutral within ten (10) business days from the written request either party may, upon written notice to the other, request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of seven (7) arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and the Union will alternate to first strike names in successive arbitrations, starting with the Union. The decision of the arbitrator shall be void insofar as such decision exceeds his/her authority or passes on matters not expressly made subject to arbitration under this agreement.

7.7 A class action grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed to by the Town and the Union.

7.8 In the event an employee is discharged by the Town, the discharged employee member through the FOP may, within ten (10) business days, grieve the discharge to the Town Administrator or his designee by filing a formal grievance filed shall be on the proper forms citing the provisions of the Agreement (i.e. article & section) alleged to have been violated and setting forth the facts pertaining to the alleged violation(s). The Town Administrator or designee shall, within ten (10) business days of the receipt of the discharge grievance, meet with a representative of the Union and the grievant in an attempt to resolve the grievance. Within ten (10) business days after this meeting, the Town Administrator or his designee shall render a decision in writing.

7.9 Not later than ten (10) business days after a response is rendered by the Town Administrator or designee, the FOP, if not satisfied with the response, may request such dispute or grievance be submitted to arbitration, following the procedure set forth in Section 7.6 of this article.

7.10 A grievance not responded to within the time limits set forth herein, shall give the grievant the automatic right to proceed to the next step. Whenever the Town challenges a grievance (whether it be the initial filing or alleged untimely processing) the Union and/or the individual grievant will have the burden of proving when the grievance was actually filed and /or presented to management unless "service" is made by hand delivery and/or certified mail, return receipt requested.

7.11 Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where indicated.

7.12 The time limits defined hereinafter may be mutually extended in writing.

7.13 The Town and the grievant or the Union may mutually agree to hold a grievance in abeyance.

7.14 The fees and expense of the impartial neutral shall be borne by the non-prevailing party. All other expenses in connection with the presentation of a matter to the impartial neutral shall be borne by the party incurring them.

7.15 Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.

7.16 Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Union, however, such settlement shall not constitute an admission the contract was violated nor shall it be used as a precedent for future contract interpretation.

7.17 The Town and the FOP may be represented at the hearings by counsel or other representatives of their choice.

7.18 It will be the obligation of the Arbitrator to the Town and to the Union to make his/her best effort to rule on the cases heard by him/her within thirty (30) calendar days.

7.19 Part time employees shall also have grievance privileges.

ARTICLE 8 - RULES AND REGULATIONS

- 8.1 The Union recognizes the right of the Town and its departments to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in present rules shall not become effective until they have been provided to union representatives and posted in the affected department for at least five (5) business days, excluding Saturdays, Sundays and paid holidays.

ARTICLE 9 - HOURS OF WORK

9.1 Although it is the Town's intention to pay all regular full time member employees the equivalent of forty (40) hours of work per week for 37.5 hours of actual work, in recognition that this is the first agreement between the Town and the Union to combine an employee group that actually works 37.5 hours per week with employee groups that actually work 35 hours per week and 32.5 hours per week, the Town and the Union agree to the following for the duration of this agreement only:

- For bargaining unit members currently employed in job classifications previously categorized as non-represented, the town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 37.5 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 8:30 am and concludes at 5:00 pm constituting 7.5 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.
- For bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 35 hours per week, the Town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 35 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 7 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.

- For bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 32.5 hours per week during the period of time up to the first full pay period in October 2006, the Town will continue to pay regular full time employees the equivalent of forty (40) hours of work per week for 32.5 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 6.5 hours per day of actual time worked which includes a one (1) hour paid lunch period and two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.
- Effective on the first full pay period in October 2006, for bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 32.5 hours per week, the town will to pay regular full time employees the equivalent of forty (40) hours of work per week for 35 hours of actual work. The hours of work shall be determined by the Town Administrator or designee with the assistance of the department directors, if compatible with the department. Most employee's work week consists of five (5) eight-hour paid days. Starting and ending times will vary depending on the services provided and where necessary shift work is required. The typical work schedule begins at 9:00 am and concludes at 5:00 pm constituting 7 hours per day of actual time worked which includes a 1/2 hour paid lunch period and two 15 minute paid breaks. At the discretion of department directors, employees may be eligible to take one (1) hour paid lunches by forgoing the two 15 minute paid breaks. All employees are subject to work during emergency situations at other than normal working hours, and will be expected to do so at the direction of their department director or designee.

By definition, "Workday", in general, means the period between the time, on any particular day, when such employee commences his/her "principal activity" and the time on that day at which he/she ceases such principal activity or activities (U.S. Department of Labor).

In keeping with the United States Department of Labor's wages and hours parameters, normal paid breaks consists of not more than two (2) 15 minutes breaks per workday. The normal lunch period is thirty (30) minutes per workday as indicated below.

For bargaining unit members currently employed in job classifications previously categorized as non-represented and actually working 7.5 hours per day:

"Workday"	8.5 hours per day
Lunch Period	0.5 hours per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.5 hours per day 37.5 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (2.5 hrs in excess of actual hrs worked)

For bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees actually working 7.0 hours per day:

"Workday"	8.0 hours per day
Lunch Period	0.5 hours per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.0 hours per day 35.0 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week, (5 hrs in excess of actual hrs worked)

As an option, employees in this category actually working 7.0 hours per day who have a normal lunch period of one (1) hour, have the following per workday:

"Workday"	8.5 hours per day
Lunch Period	1.0 hour per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	7.0 hours per day 35.0 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (5 hrs in excess of actual hrs worked)

Effective only during the period of time up to the first full pay period in October 2006, for bargaining unit members within the Police Department currently employed in job classifications previously represented by the Federation of Public Employees and who are currently authorized to actually work 6.5 hours per day and:

"Workday"	8.0 hours per day
Lunch Period	1.0 hour per day
Two (2) 15 minute breaks	0.5 hours per day
Actually hours worked	6.5 hours per day 32.5 hours per week
Hours Paid by Town	8.0 hours per day 40.0 hours per week (7.5 hrs in excess of actual hrs worked)

Due to the operational needs of the department, utility plant operators shall work an eight (8) hour shift which includes breaks to be determined by the department director or designee and shall be paid eight (8) hours per day.

9.2 LUNCH PERIOD

If a bargaining unit member is called away for more than fifteen (15) minutes from his or her lunch period, the employee will be allowed, at the option of the supervisor, to use an amount of time equivalent to the amount of time he or she was called away from the lunch period later that day; leave an equivalent amount of time early that day; or be paid for an equivalent amount of time.

670 9.3 **SHIFT DAY OFF EXCHANGE**

671
672 Shift exchanges may be made at the department director's discretion.

673
674 9.4 **SHIFT ASSIGNMENT/ROTATION**

675
676 Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double
677 shift unless, in the sole discretion of the Department Head or designee, it is deemed absolutely
678 necessary. If the bargaining unit employee is forced to work a double shift, compensation shall be
679 at the rate of one and one half (1.5) his/her base hourly pay rate for all hours in excess of his/her
680 regularly scheduled work week. Bargaining unit employees rotating from one shift to another
681 shall be entitled to at least eight (8) hours of off duty time before returning to work.

682
683 9.5 **TARDINESS**

684
685 Employees are expected to faithfully observe their working hours, report for work on time, and be
686 regular in attendance. However, each employee shall be allowed one (1) occurrences of tardiness
687 of no more than six (6) minutes, during a rolling twelve (12) month period with no disciplinary
688 action. On the first (1st) occurrence, documented oral counseling. On the second (2nd)
689 occurrence, written reprimand. On the third (3rd) occurrence, one day suspension. These steps
690 must be met before any other actions of discipline are imposed.

ARTICLE 10 - DISCIPLINARY ACTION

- 691
692
693 10.1 Disciplinary action may be imposed in accordance with the Town's Personnel Rules and
694 Regulations, Rule VII, and any departmental rules and procedures.
695
696 10.2 The Union shall be notified of all disciplinary action (reprimand or greater) taken against any
697 bargaining unit employee within five (5) days of the action, excluding weekends and holidays.
698
699 10.3 Any and all discipline shall be subject to the grievance procedure set forth in Article 7. This
700 provision shall also apply to part time employees.

ARTICLE 11 - OVERTIME

- 11.1 All hours worked in excess of an employees forty (40) hour workweek shall be paid at the overtime rate of one time and half (1-½) times the employees current rate of pay. All overtime must be approved by the department director or designee.
- 11.2 For the purpose of computing overtime, a maximum of 0.5 hours per workday, holidays, vacation leave, authorized sick leave, or any other paid leave of absence shall be counted as time worked.
- 11.3 There will be a minimum of three (3) hours call in pay for any employee who is called to work outside his/her regularly scheduled hours of work.
- 11.4 To the extent possible, the Town agrees to distribute overtime in an equitable manner, among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel by, at the department director or designee's option, offering overtime to those employees on site or by using seniority or other objective criteria as a guideline. Overtime lists shall be utilized in every department where overtime or callout is a factor. Individual lists for specific assignments will be established. The process shall first start with the first person on the list and continue down the list. An employee may request that they be placed at the bottom of the list. When called, if an employee does not respond the employee will be marked as a refusal for that instance. When overtime becomes available again, the process shall commence from the last person called, therefore everyone normally assigned to perform such assignments shall be given the opportunity to work. In the event all qualified employees were given the opportunity to work overtime and declined or were unavailable but work still exist, overtime shall be offered to other employees who are qualified to work such assignments but only after all qualified personnel normally assigned to perform such assignments have been called. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the Union upon request.
- 11.5 Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However in no event can an employee refuse overtime if the Town Administrator, Department Head or designee, determines such overtime is necessary to meet operational requirements.
- 11.6 (1) In the event a Bargaining Unit Member is called in to work or instructed to remain at work after his or her scheduled work hours due to a State declared emergency situation or a threatened emergency situation, the Bargaining Unit Member shall be compensated at a rate of two times (2x) his or her base hourly pay rate for all hours in excess of his or her regularly scheduled work hours.
- (2) All Bargaining Unit Members called in to work under the provision of subsection 1 shall be entitled to a minimum of four (4) hours pay.
- 11.7 Emergency call-out time shall commence (a) when the Bargaining Unit Member arrives at the designated work site, or (b) when the Bargaining Unit Member's supervisor instruct him or her to remain at work at the conclusion of his or her scheduled shift due to emergency conditions.

748 11.8 A Bargaining Unit Member scheduled to work during a declared emergency and who is sent home
749 or instructed not to report to work by his or her supervisor or the Town Administrator or designee
750 shall be paid for the time he or she was scheduled to work at his or her base rate of pay.

ARTICLE 12 - COURT TIME

- 12.1 A bargaining unit employee who attends court or a deposition in connection with a matter directly related to the performance of their official duties with the Town shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.
- 12.2 A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town outside their normal working day or on their authorized day off shall receive a minimum of three (3) hours pay at one and one-half (1½) times their regular hourly rate. A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town following their normal work hours on their normal work day shall receive pay at one and one-half (1½) times their regular hourly rate for the hour that are in addition to their normal work hours on that day.
- 12.3 Time spent in court or at a deposition will not count as hours worked for determining whether hours worked during the work week should be paid at the overtime rate.
- 12.4 An employee who is required to be on department determined stand-by status in connection with a job-related court case will be provided with a beeper. Accordingly, the employee will not be required to remain at home in a constant state of readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay for extended stand-by status. For purposes of this article, extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of cases for which the employee is on a stand-by status.
- For example, if an employee is on stand-by status/extended stand-by status for one case from 9:00 a.m. to 11:00 a.m. (it does not matter if it is for one case or more than one case) and from 1:00 p.m. to 5:00 p.m. (again, it does not matter if it is for one case or more than one case), the employee will be on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee shall receive overtime compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay.
- 12.5 On all “mandatory” subpoenas, the employee must appear in court. On all “stand-by” subpoenas, an employee’s stand-by stops automatically UNLESS he/she is notified by the Town’s Court Liaison Officer that he/she is on extended stand-by. When an employee has been notified that his/her stand-by status has ended, and the employee is directed to report for trial, then the employee will be entitled to court time, if at all, under the provisions of Article 12.4.

- 792 12.6 For the purpose of this article, if the employee is canceled by the Davie Court Liaison Officer for a
793 mandatory court appearance by two (2) or more hours prior to the scheduled court appearance, the
794 employee will receive no compensation. If the employee is canceled more than one (1) hour but
795 less than two (2) hours prior to the scheduled court appearance, the employee will receive one (1)
796 hour of overtime compensation. If the employee is canceled less than one hour prior to the
797 scheduled court appearance, the employee will receive two (2) hours of overtime compensation.
798
- 799 12.7 Employees must carry a beeper during any day of mandatory court appearance and during periods
800 of standby.

ARTICLE 13 - PROBATION

- 13.1 When an employee is hired by the Town, or a current employee begins employment in a new or different position said employee shall be on probationary status for twelve (12) continuous months from the first date of employment in the new or different position, with an interim evaluation to be done after six (6) months. Probationary employees are eligible for a step increase if their overall performance level on their annual (12 month) evaluation is "meets expectations" or better. Employees may be entitled to the use of their sick time in accordance with Article 16, after they have completed three (3) months of continuous employment and may be entitled to use their vacation time in accordance with Article 16, after they have completed six (6) months of continuous employment. After a successful evaluation and completion of said twelve (12) continuous months, the employee shall attain a regular employee status.
- 13.2 In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department director. Said action shall not be subject to appeal by the employee and/or the Union. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.
- 13.3 During an employee's initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Union.
- 13.4 In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification with the Town; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allowed thirty (30) days to improve performance to the standards necessary. If after said thirty (30) day period, performance standards have not been attained, the Town shall place the employee back in his or her former position or an equivalent grade level position within the bargaining unit provided that the employee meets all the qualifications for the equivalent grade level position. Alternately, the employee may elect to request to return to his or her former position within a period of twelve (12) months from the date of the promotion. If the Town certifies that no vacancy exists in the employee's former position or an equivalent grade level position, the employee may be placed in a lesser grade level position. If no position is available at that time, employee shall be placed on recall subject to Article 19 and at the discretion of the department director, however, the employee must respond within five (5) working days after the notice is sent or such recall rights are forfeited.
- 13.5 If the employee chooses to return or is returned to his or her previous position, he or she shall revert to the anniversary date held prior to the promotion/transfer.
- 13.6 Change of employment job classification within this unit shall not result in a loss of use of accrued sick and vacation benefits.

ARTICLE 14 - SENIORITY

14.1 For the purpose of this contract, the types of seniority are:

- a. Town-wide Seniority – the total length of continuous employment from the first date of hire as a Town employee.
- b. Classification Seniority – the total length of continuous employment within a job classification. In the event a person is reduced in pay grade level position, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.
- c. All seniorities shall accumulate during authorized absences due to illness, injury, vacation or other authorized leave. Employees will lose their seniority as a result of:
 - 1) termination or resignation
 - 2) retirement
 - 3) absence without authorization
 - 4) leaves of absence without pay as addressed in Article 16.14 through 16.20

14.2 Shift assignment for P.S.A. Special Assignments, P.S.A.s, and Crime Scene Technicians shall be made according to classification seniority as well as administrative needs, and shall be bid upon once every six (6) months. Bidding will be conducted in September to be effective in October; and bidding will be conducted in March to be effective in April.

14.3 Transfers of shifts will not be made for disciplinary reasons.

ARTICLE 15 - HOLIDAYS

15.1 Authorized Holidays – The following holidays will be observed as holidays for Town employees within the Bargaining Unit:

New Year's Day	Labor Day	Christmas Day
Martin Luther King Jr. Day	Veteran's Day	½ Day New Year's Eve
President's Day	Thanksgiving Day	
Memorial Day	Day After Thanksgiving	
Independence Day	Christmas Eve Day	

15.2 For this group when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday. For regular employees in regular positions on a workweek other than Monday through Friday, the department director shall designate the work day that shall be observed.

15.3 Part time employees shall be paid for observed holidays which fall on days for which they would otherwise be scheduled to work, according to the number of hours for which they are normally scheduled to work that day. Part time employees who work on a designated holiday shall receive holiday pay plus his/her regular rate of pay for all hours worked on the holiday. In the event the part-time employee exceeds forty (40) hours of work during the week he/she engages in holiday work, overtime pay of one and one-half times the regular rate of pay will be granted.

15.4 Eligibility for Holiday Pay – In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before, after, or during the holiday. If an employee calls in sick on a holiday, the employee will lose equivalent hours of sick time and will not be paid for the holiday.

15.5 In the event that a holiday(s) falls outside the employee's work week, or the employee is required to provide an essential service, and that employee's work week is not Monday through Friday, the employee shall be compensated by receiving holiday pay.

15.6 Any employee, whether or not they work on a designated holiday shall receive his/her regular rate of pay. Any employee who works on a designated holiday shall also receive holiday pay at one and one half (1 ½) times his/her regular rate of pay for all hours worked on the holiday.

ARTICLE 16 - LEAVES

VACATION

- 16.1 Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:
- a. Employees accrue 0.03846 hours of vacation leave per hour paid (i.e., 80 hours accrual earned per year at 3.08 hours biweekly) [ten (10) working days for each year (2080 hours) paid] for the first through the fourth (4th) year of employment;
 - b. Employees accrue 0.05769 hours of vacation leave per hour paid (i.e., 120 hours accrual earned per year at 4.62 hours biweekly) [fifteen (15) working days for each year (2080 hours) paid] for years five (5) through nine (9) of employment;
 - c. Employees accrue 0.07692 hours of vacation leave per hour paid (i.e., 160 hours accrual earned per year at 6.15 hours biweekly) [twenty (20) working days for each year (2080 hours) paid] for years ten (10) and over of employment.
- 16.2 Employees will be entitled to the scheduled vacation above or pay therefore, in the event of resignation or termination, only after the completion of twelve (12) months of continuous service. An employee may be permitted to take vacation with pay as long as they have successfully passed an applicable six (6) month performance review and a (6) month continuous period of employment with the Town, but if the employee's service is terminated for any reason before twelve (12) calendar months and completion of probation, the amount paid for vacation will be deducted from the employee's final check.
- 16.3 Vacations are earned on the basis of length of service with the Town. When an employee resigns, he/she will be paid one hundred (100%) for any unused vacation at the employees current rate of pay, on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis. All denials for such leave request shall be done in writing.
- 16.4 All pay due an employee while on vacation will be made available as if the employee were not on vacation.

16.5 For purposes of accrual, the vacation year shall be October 1st through September 30th. Vacation leave shall be cumulative; however, at the end of the fiscal year, an employee's vacation leave credits up to an amount equal to the amount of vacation leave hours accrued during that fiscal year, as indicated in Section 16.1 shall be transferred to the following fiscal year. Employees with accrued vacation leave in excess of eighty (80) hours and who have utilized at least eighty (80) hours of leave time during the fiscal year, may be allowed to make an election during one month of the year (to be determined by the Town Administrator or designee) to sell the excess vacation leave time back to the Town, subject to available funds, at the discretion of the Town Administrator or designee. An employee may request the Town Administrator or designee to provide an extension of those hours above the amount set forth herein for a period not to exceed three (3) months. All time sold will be deducted from the vacation time accumulation.

16.6 The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to hours indicated in Section 16.1.

16.7 Employees on leave for Worker's Compensation may not utilize vacation leave except to supplement Worker's Compensation with accrued vacation leave in order to provide the employee with a full paycheck, but no greater; and only after all accrued sick leave has been exhausted. Worker's Compensation may also be supplemented with accrued sick leave in order to provide the employee with a full paycheck, but no greater.

SICK LEAVE

16.8 Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1,040 hours. An employee who has accumulated at least ten (10) days sick leave to his/her credit will be allowed to convert a maximum of four (4) days sick leave to vacation leave once per fiscal year via written request by the end of October, which shall be subtracted from their sick leave. A balance of at least forty hours (40) must remain in the employee's sick leave bank. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part time employees in regular positions may be accumulated up to a maximum of 520 hours.

16.9 Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family that requires the employee's personal care and attention, providing that the employee notifies his/her Department Director or designee on the first day of absence for such illness or injury and states the reason for the absence. The division/Department Director, or his designee, must be notified at least one hour prior to the employee's scheduled work shift. Department will provide a call list to affected employees within their departments.

16.10 Probationary employees earn credits for illness from the date of employment. Employees may be entitled to the use of their sick time, after they have completed three (3) months of continuous employment. Following six (6) month continuous period of employment, employees may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review. Promotional probationary employees shall not be effected by this section.

16.11 An employee will be paid fifty percent (50%) of the value of sick leave accumulated to his/her credit at the time of separation, provided the employee leaves after completion of his/her initial probationary period of employment in good standing. If an employee retires under the provisions of the Town Retirement System, he/she will be paid seventy-five percent (75%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life insurance policy. The maximum pay out for this article shall be 1,040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above. All payments of sick leave/accruals in Section 16.11 shall be paid on the pay day of the pay period following the pay period in which the employee separates employment from the Town provided the employee has returned all Town property and has settled payment of any funds due to the Town.

16.12 A regular employee who is absent from work because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.

16.13 The Town will grant to eligible employees one (1) personal vacation day for each six (6) months as designated below in which the employee in this unit does not utilized sick time, to a maximum of two (2) personal vacation days in a calendar year after the employee's initial probationary period has been satisfied.

LEAVE OF ABSENCE WITHOUT PAY

16.14 Leaves of absence without pay, beyond the vacation, sick and other leave to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Town Administrator or designee following a request presented to the Town Administrator or designee by the Department Director. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Town Administrator or his designee.

16.15 This article shall include Maternity Leaves of Absence without pay. However, this section shall not exclude any benefits to which employees are entitled for Maternity purposes under any other benefits provided for by the Town of Davie.

16.16 Such leave, including any extension, shall not affect an employee's continuous service providing there has been no impairment of his/her ability to perform the available work. While on leave of absence, all employee benefits accruals including, but not limited to, sick leave, vacation leave, and pension service time will be suspended and the employees anniversary date will be advanced for the same duration of time as that of the leave of absence. If an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.

16.17 At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her most recently held job or the equivalent.

- 1038 16.18 During the leave of absence, the employee will not be entitled to accumulate any sick leave,
1039 annual leave (vacation) or pension service time. In addition, the employee will not be eligible for
1040 any holiday pay during such leave.
1041
- 1042 16.19 No leave of absence without pay will be granted to permit an employee to work at another job or
1043 conduct a business.
1044
- 1045 16.20 An employee who is granted an unpaid leave of absence must keep the insurance coverage on
1046 himself/herself and his/her dependents in effect by paying the entire premium for such coverage
1047 without contribution by the Town in advance each month during the period of such leave.
1048

1049 **EMPLOYEE'S BIRTHDAY**

- 1050
- 1051 16.21 An employee must have been employed at least one year and must have successfully completed
1052 the twelve month probationary period to receive his/her birthday. The employee shall be able to
1053 utilize their birthday on the day of their actual birthday or another day within sixty days following
1054 the employee's birthday as mutually agreed by the employee and the Department Director.
1055

1056 **QUALITY SERVICE DAY**

- 1057
- 1058 16.22 An employee who has been employed at least one year, has successfully completed the twelve
1059 month probationary period has no written disciplinary notices, has no at fault accidents, and has
1060 obtained a three (3) or greater on his/her performance evaluation during the previous fiscal year
1061 shall receive a Quality Service Day. The employee shall be able to utilize the Quality Service Day
1062 on a day within the fiscal year in which the Quality Service Day is credited as mutually agreed by
1063 the employee and the Department Director.
1064

1065 **BEREAVEMENT LEAVE**

- 1066
- 1067 16.23 Any employee who suffers the death of an immediate family member described in 16.24 shall
1068 be granted three (3) working days bereavement leave, however, if the funeral is held outside
1069 the State of Florida and is attended by the employee, he/she shall be granted five (5) working
1070 days bereavement leave. Bereavement leave must be utilized within ten (10) calendar days of
1071 the death of the immediate family member. This period of time may be extended at the sole
1072 discretion the Town Administrator or designee.
1073
- 1074 16.24 For purposes of this section the term "immediate family" shall be defined as employee's father,
1075 mother, spouse, father-in-law, mother-in-law, brother, sister, half-brother, half-sister,
1076 grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter
1077 in-law, son or daughter, step-parents, or step-children (or members of the employee's family as
1078 approved by the Town Administrator or designee).
1079
- 1080 16.25 The Town reserves the right to require documentation supporting all approval of bereavement
1081 leave after the employee returns to work.

MILITARY LEAVE

16.26 The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal, State and/or local laws, statutes, and ordinances.

JURY DUTY

16.27 Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

ARTICLE 17 - JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- 17.1 When the Town is actively seeking to fill a vacancy the Town shall be required to post said vacancy on department bulletin boards. The notice shall be posted for five (5) days, excluding Saturdays, Sundays and Holidays, and shall include the rate of pay, minimum qualifications and deadline for application. Promotional or Open postings may be advertised.
- 17.2 The Town agrees that whenever a vacant position shall be filled within any job classification covered by this agreement first consideration shall be given to qualified Town employee applicants for said position.
- 17.3 Each employee within the bargaining unit possessing the minimum qualifications shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be invited to participate in the assessment process for the vacant position; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.
- 17.4 Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection in writing within five (5) working days of the appointment of the position. Employees shall be entitled to obtain additional information regarding their status from the Department of Human Resources Management and/or the hiring department.

ARTICLE 18 - WORKING OUT OF CLASSIFICATION

- 1115
1116
1117 18.1 Each employee covered under this Agreement shall work within his/her regular job classification.
1118 However, in the event of temporary vacancies in either a lower or higher job classification within
1119 the Bargaining Unit, the Town of Davie may temporarily assign an employee to a different
1120 classification subject to the following provisions:
1121
1122 18.2 An employee temporarily assigned by his/her department director or designee to a higher paying
1123 job classification in the Bargaining Unit for a period of eight (8) hours or more within a pay period
1124 shall be compensated at a rate of pay at least five percent (5%) greater than the employees regular
1125 rate of pay for the hours worked out of classification.
1126
1127 18.3 The employee temporarily working in a higher classification shall be paid at a step in that higher
1128 classification sufficient to give the employee a higher rate of pay, but in no event shall that higher
1129 rate of pay be less than five percent (5%).

ARTICLE 19 - LAYOFF AND RECALL

- 19.1 Layoff defined is the separation of an employee for lack of work or funds as determined by the Town, for any reason including but not limited to abolishment of a position/job title, department, division, reduction in force, the contracting out of services, or for any reason without fault or delinquency on the employee's part.
- 19.2 In the event of a layoff as defined in section 19.1, the order of layoff shall be as follows:
1. First – Probationary Part Time bargaining unit employees
 2. Second – Regular Part Time bargaining unit employees
 3. Third – Probationary Full Time bargaining unit employees
 4. Fourth – Regular Full Time bargaining unit employees
- 19.3 Seniority lists shall be established for each bargaining unit class title/job classification affected by a lay-off. All regular bargaining unit employees occupying positions in the affected class title shall be placed on a seniority list. In the event it is necessary to reduce the workforce for any reason, employees shall be laid off in inverse order of seniority, i.e. junior employees first.
- 19.4 An employee who is laid-off as defined in this Article shall, based on Town wide seniority, have the option of bumping either laterally or downward to any position for which the employee is reasonably qualified, and /or has the reasonable ability to be trained at the employee's expense to perform the essential tasks of the job within ninety (90) calendar days of appointment. The Department Director will make the determination within his/her sole discretion, as to whether the employee has the reasonable ability to be trained and/or perform the duties or not. Should the Department Director's decision on this matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement this provision shall not preclude employees or their representatives from raising a grievance.
- 19.5 In the event of a lay-off, the Town will make every effort to give as much notice as possible. In no event will employees receive less than a three (3) week notice of lay-off, or, in lieu of notice, three (3) weeks pay at the employee's regular rate of pay in addition to all paid accrued leaves. The Union shall be furnished copies of all lay off notices for bargaining unit members three (3) days prior to notices being furnished to the affected employees.
- 19.6 Employees laid-off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists and recalled in order of Town wide seniority. Re-appointment shall be to any vacancies which exist, first, in the class title/job classification from which the employee was laid-off; and second, in any position for which the employee is qualified and possesses Town wide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

CONTRACTING OR SUB-CONTRACTING

- 19.7 If the Town is considering contracting out or sub-contracting work, which will eliminate bargaining unit positions, the Town shall notify the Union no later than seventy-five (75) days prior to making any final decision. The Town shall provide the Union no later than seventy-five (75) days prior to making any final decision with all financial data relating to the proposal being considered.
- 19.8 The Town shall impact bargain with the Union over the issues which will directly affect any remaining bargaining unit employees resulting from the proposed contract or sub-contract. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the Town Council. Thereafter the Union may present its alternative proposals to the Town Council in accordance with the Town Council's rules and procedures.
- 19.9 If the decision is then made to contract out or sub-contract work, to a private or other governmental entity, the Town shall request that the entity employ the Town's displaced personnel for a period of eighteen (18) months at such wage and benefit levels as the displaced employees received from the Town on the effective date of the sub-contract. However, if the sub-contractor is unwilling to hire the displaced employees with the conditions stated above, the affected employees shall have all of the rights as set forth in Article 19, Layoff and Recall.

ARTICLE 20 - SAFETY

- 20.1 The Town agrees that there will be a Town-wide safety committee which meets monthly during the term of this agreement. It is further agreed that the Bargaining Unit can have two (2) members on that committee.
- 20.2 If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine if the equipment will be used or repaired. The supervisor will document his/her determination in writing to the Department Director.
- 20.3 Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless damaged or lost through employee negligence.
- 20.4 From time to time the Town may administer safety incentive programs designed to increase employee safety and safe driving. These programs may involve all employees or certain specific work groups.

ARTICLE 21 - UNIFORMS

21.1 The Town shall provide uniforms to the following classes of employees at no cost to the employee. The Town further agrees to maintain and have laundered said uniforms:
The following articles shall be issued to each P.S.A:

1. Police Service Aides and P.S.A. Special Assignments shall be supplied with five (5) new complete sets of uniforms upon employment, which shall be replaced thereafter on as “as needed” basis as determined by the Chief of Police or designee. Further, the Town agrees that as a result of a uniform being damaged as a result of an employee working for the Town during said employee’s working hours, the Town shall replace said uniform. Uniforms shall consist of the following:
 - a. five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo Shirts with an embroidered badge and embroidered name base on assignment to be determined by the Chief of Police ;
 - b. five (5) pairs of slacks or skirts or any combination of slacks and skirts, at the employees option (skirts shall not be worn by P.S.A. Special Assignments when on road duty);
 - c. one (1) belt;
 - d. one (1) pair of shoes;
 - e. one (1) light weight jacket w/winter liner;
 - f. one (1) name tag;
 - g. one (1) hat;
 - h. one (1) metal badge;
 - i. one (1) set of rain gear which includes rain boots;
2. In addition to the above, the Town shall issue the following items to each P.S.A. Special Assignment assigned to road patrol:
 - a. one (1) whistle;
 - b. one (1) large Mag-Lite flashlight & Charger or equivalent;
 - c. one (1) reflective vest;
 - d. one (1) set of gloves;
 - e. dog repellent and holder;
 - f. second pair of uniform shoes (if needed);
 - g. one (1) Ballistic vest* (optional)

*If employee is assigned a vest, he/she shall be required to wear the vest.

The above enumerated items shall be replaced on an “as needed” basis as determined by the Chief of Police or designee. Further the Town agrees that uniform items damaged in the course of the P.S.A. Special Assignment’s work for the Town shall be replaced by the Town.

- 1254 3. The Town shall provide uniforms for the building department as follows:

1255
1256 Building Inspectors

- 1257 a. five (5) shirts with Town of Davie Logo
1258 b. one pair of Town approved safety shoes
1259 c. one (1) light-weight jacket w/winter liner
1260 d. one (1) hard hat
1261 e. one (1) large Mag-Lite flashlight & Charger or equivalent;
1262 f. one (1) pair of rubber boots and rain gear;
1263 g. one (1) set of gloves;
1264 h. dog repellent and holder
1265 i. one (1) badge
1266 j. one (1) baseball hat
1267

1268 Permit Clerks

- 1269 a. five (5) shirts with Town of Davie Logo
1270 b. five (5) "Dockers" style tan/blue slacks.
1271

- 1272 4. Should the Town require any bargaining unit member to wear a uniform then the uniform
1273 will be provided at Town expense.
1274

- 1275 21.2. The Town shall provide uniforms for bargaining unit employees as follows:
1276

- 1277 1. Department director may require an employee to wear appropriate steel toed shoes as a
1278 safety precaution. Employees required to wear safety shoes will either receive two pairs of
1279 Town approved safety shoes per year, or will be reimbursed up to a maximum total of one-
1280 hundred and fifty (\$150.00) for up to two (2) pairs of shoes at the Department Director's
1281 discretion. Employees receiving safety shoes must wear the safety shoes at all times while
1282 on Town time, unless express written authorization from the department director is
1283 received relieving the employee of this obligation. Probationary employees who leave
1284 Town employment prior to completion of their probationary period shall be required to
1285 reimburse the Town for the cost of the safety shoes.
1286
1287 2. Uniforms will also be supplied and laundered for all employees working in the Public
1288 Works Department, and Utilities Department. Employees working in the Public Works
1289 Department and Utilities Department will be provided with five (5) t-shirts. Blouses
1290 and/or shirts supplied for Recreation employees will be laundered by the employee. All
1291 employees covered by this Article shall be required to wear the appropriate work shoes and
1292 supplied uniforms.
1293
1294 3. The Town agrees to, at the discretion of the Department Director, provide bargaining unit
1295 employees with rain gear and a jacket during the winter months.
1296

- 1297 21.3 All footwear referenced above shall comply with ANSI Z41-1991.

1298 21.4 Any employee who breaks, damages or loses his/her uniform or other Town issued item (e.g.,
1299 equipment) shall pay for the repair, replace the item and/or be subject to disciplinary action if the
1300 item was broken, damaged or lost due to the employee's negligence or if the employee could have
1301 avoided the break, damage or loss. The determination of whether the item was broken, damaged
1302 or lost due to the employee's negligence or whether the employee could have avoided the break,
1303 damage or loss will be made by the Town Administrator or designee. Any disagreement regarding
1304 uniforms will be subject to the grievance provisions indicated in Article 7. Upon separation of
1305 employment with the Town, the employee must return all issued uniform items except safety
1306 shoes.

ARTICLE 22 - EDUCATION

- 22.1 Employees, including part time employees, are encouraged to continue their self-development in the field in which they are employed. It is the policy of the Town to pay tuition for courses job related to the work being performed by the employee. The Town of Davie will pay tuition costs equivalent to those charges per credit hour made by a State university for budgeted and pre-approved job related courses at the following rate:
- A – 100%
 - B – 85%
 - C – 70%
- Said approval of courses shall not be unreasonably withheld.
- 22.2 If the course is presented on a “pass/fail” basis, said employees must receive a grade of “pass”, which will be reimbursed at 100%. For vocational/technical courses that do not provide a grade of pass/fail, a certificate of completion will be accepted.
- 22.3 The Town will pay tuition costs equivalent to those charges per credit hour made by a state university for courses with in a degree program category deemed beneficial to the Town by the Town Administrator or designee. Employees must not cease taking class for more than two semesters in order to be eligible for continued tuition reimbursement. At the sole discretion of the Town Administrator or designee the two semester requirement may be extended for an employee’s extenuating circumstances. Those employees who have received, prior to the ratification of this Agreement, tuition reimbursement for degree programs at a rate greater than the State rate may continue to receive tuition reimbursement at the higher rate.
- 22.4 Employees who voluntarily resign, or are terminated, will be required to reimburse the Town for all educational expenses if they do not complete two (2) years of service after the course is completed. In making the determination whether or not to require reimbursement, the Town Administrator or designee shall consider criteria, including, but not limited to, length of continuous service, performance appraisal record, and reason(s) for leaving town employment.
- 22.5 When the course is completed, a copy of the certificate or transcript received showing completion of it should be furnished to the Department Director. After review, the Department Director will forward it to the Town Administrator or designee to be placed in the employee’s personnel file, at which time reimbursement shall take place.
- 22.6 Courses attended by bargaining unit employees, which are required by management shall be treated as hours worked and the employees shift shall be adjusted to avoid the payment of overtime.

ARTICLE 23 - WAGE INCREASES

- 23.1 Effective the first full pay period in October 2005, the pay plan for full-time bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees and for all part time bargaining unit members, including all steps and grades, shall be increased, by six percent (6%) as a cost of living adjustment (COLA).
- Effective from the first full pay period in October 2005 up to the first full pay period in October 2006, bargaining unit members currently employed in job classifications previously categorized as non-represented, will receive, for each hour paid, an additional three percent (3%) of their hourly base salary effective immediately prior to the first full pay period in October 2005. Payment of said additional salary will be included in bi-weekly paychecks. This payment shall not be categorized as a cost of living increase, shall not accumulate in any other year, shall not be calculated as base pay for any purpose, shall be for one fiscal year only, and shall not be in addition to, but shall include the three percent (3%) status quo period salary increase provided to bargaining unit members currently employed in job classifications previously categorized as non-represented, effective the first full pay period in October 2005 and characterized, then, as a COLA.
- 23.2 Effective on the first full pay period in October 2006, the pay plan for bargaining unit members currently employed in job classifications previously categorized as non-represented and for all part time bargaining unit members, including all steps and grades, shall be increased, by three percent (3%) as a COLA.
- 23.3 Effective on the first full pay period in October 2007, the pay plan for full-time bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees, including all steps and grades, shall be increased, by six percent (6%) as a COLA.
- Effective on the first full pay period in October 2007, the pay plan for bargaining unit members currently employed in job classifications previously categorized as non-represented and for all part time bargaining unit members, including all steps and grades, shall be increased, by three percent (3%) as a COLA.

ARTICLE 24 - LONGEVITY AND SERVICE AWARDS

- 24.1 The Town and the bargaining unit agree to maintain the longevity pay eligibility requirements effective immediately prior to the ratification of this agreement.
- 24.2 Consequently, in order to be eligible for longevity payments in the amount equaling six percent (6%) of the basic annual salary, current employee bargaining unit members must meet one of the following requirements:
- Regular full-time bargaining unit members currently employed in job classifications previously categorized as non-represented; who have served as such continuously for three (3) or more full years; and who were hired on or before July 17, 1991; and are eligible.
 - Bargaining unit members employed in job classifications previously represented by the Federation of Public Employees White Collar Unit and who were hired prior to March 05, 1986, are eligible.
- 24.3 Full Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary shall receive longevity payments as follows:
- | | |
|---------------------------------------|-------------|
| Five (5) years of service | --\$500.00 |
| Six (6) to ten (10) years of service | --\$750.00 |
| Eleven (11) years of service and over | --\$1000.00 |
- 24.4 Part Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary and who are paid for working a minimum of 1040 hours per year shall receive longevity payments as follows:
- | | |
|---------------------------------------|------------|
| Five (5) years of service | --\$250.00 |
| Six (6) to ten (10) years of service | --\$375.00 |
| Eleven (11) years of service and over | --\$500.00 |
- 24.5 Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by October 1st of the contract year.
- 24.6 Longevity payments will be made on the first pay period in December.
- 24.7 At separation of employment with the Town, the employee member will be paid on a prorated basis from October 1st to the date of employment separation.

- 1428 24.8 When an employee not currently in the bargaining unit transfers into a bargaining unit position
1429 any longevity increase that may be due to the employee shall be prorated at the rate listed above.
1430 Such prorated amount shall be computed from the date the employee was transferred into the
1431 bargaining unit position.
1432

1433 **SERVICE AWARDS**
1434

- 1435 24.9 Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30),
1436 thirty-five (35), forty (40), forty-five (45), and fifty (50) years of continuous service with the
1437 Town, employees shall be presented with service awards to be determined by the Town
1438 Administrator or designee. Part time employees shall be eligible for Service Awards.

ARTICLE 25 - INSURANCE

LIFE INSURANCE

25.1 The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$40,000.

HEALTH INSURANCE

25.2 The Town of Davie will provide Health Maintenance Organization (HMO) and Dental Health Maintenance Organization (DHMO) style plans for each employee. The Town will pay 100% of the cost of the Employee HMO/DHMO style plans and 50% of the Dependent portion of the Family HMO/DHMO style plans. The Town will offer employees an option of obtaining a premium Preferred Provider Organization (PPO)/Point of Service (POS) style health plan and/or a premium style dental plan at no additional cost to the employee. The Town reserves the right to change plan design and/or the amounts of the deductibles and/or co-payments, to take effect at the beginning of a plan year and following open enrollment. Employees will be notified of any changes before the open enrollment election date deadline.

DISABILITY

25.3 The Town shall furnish short term disability for each employee at no cost to the employee effective January 1, 1993. Short term disability payments will be offset with any applicable leave usage, thus each employee shall not receive more than one hundred percent (100%) of regular weekly pay.

ARTICLE 26 - PENSION

- 26.1 Effective the first full pay period in October 2006, the Town will make available, a defined benefit (DB) pension plan equivalent to the Non-Represented General Employee DB Pension Plan, currently in place, for all regular full-time bargaining unit members. No employee contribution to the DB pension plan will be required.
- 26.2 Prior to the October 2006 effective date of the DB pension plan for all regular full-time bargaining unit members:
- The Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members currently employed in job classifications previously represented by the Federation of Public Employees, to their current defined contribution (DC) 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan.
 - Bargaining unit members currently employed in job classifications previously categorized as non-represented and who are currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will continue membership in said plan with no employee contribution required.
- 26.3 Employees who as of the October 2006 effective date are not currently members of the Non-Represented General Employee defined benefit (DB) Pension Plan will be provided with a limited period of time during which said employees may make a one time irrevocable election to remain in their current defined contribution (DC) 401(a) pension plan, should they choose not to join the DB pension plan. The option of taking a loan out on the DC 401(a) pension plan will no longer be available to bargaining unit members who elect to remain in the DC 401(a) pension plan subsequent to the October 2006 effective date. Prior to the first full pay period in October 2006, the Town will continue to contribute six percent (6%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and said individual employees will continue to contribute three percent (3%) of their salaries to the plan. Effective the first full pay period in October 2006, the Town will increase the Town's contribution to nine percent (9%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required. Effective the first full pay period in October 2007, the Town will increase the towns contribution to eleven and four tenths percent (11.4%) of the salaries of individual bargaining unit members who elect to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required.
- 26.4 The Town and the bargaining unit agree that the Town may amend and/or terminate and immediately reestablish the defined contribution (DC) 401(a) pension plan, the Non-Represented General Employee defined benefit (DB) Pension Plan, and/or the defined benefit (DB) pension plan to be effective the first full pay period in October 2006 in order to allow employees the option of utilizing contributions held in said plans to buy benefits in subsequent plans to which they may be eligible, to roll over funds to other eligible plans, or cash out funds from said plans.

ARTICLE 27 - PRIVATE DUTY DETAILS

- 27.1 Police Service Aides Special Assignment and Crime Scene Technicians who are qualified to work certain private duty details (qualification to work private duty details will be solely determined by the Town):
1. If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town, provided the Town has made the assignment.
 2. Private duty detail assignments shall be compensated at the current rate with a minimum of three (3) hours.
- 27.2 In addition to the hourly rate indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
- a. \$3.00 administration fee-per detail
 - b. Matching FICA @ 7.65%, Worker's Compensation @ 6.22%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)
- 27.3 Any bargaining unit employee who works a detail on Thanksgiving Day, The Day After Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Independence Day shall be compensated at double the normal rate of private duty detail pay.

ARTICLE 28 - PERSONALLY ASSIGNED TAKE-HOME VEHICLE

- 1535
1536
1537 28.1 Bargaining unit employees who are provided a take home vehicle shall be authorized to utilize
1538 their vehicle off-duty for incidental usage of personal errands or stops on the way to and from
1539 work.
1540
1541 28.2 In order to qualify for a take home vehicle, the bargaining unit employee must reside in Broward,
1542 Palm Beach, or Miami-Dade County.
1543
1544 28.3 Bargaining unit employees shall not use their Town take-home vehicle to convey passengers,
1545 except for another Town employee or companion while attending authorized training, while on or
1546 off-duty.
1547
1548 28.4 Bargaining unit employees assigned a Town take-home vehicle shall be allowed to convey
1549 immediate relatives (i.e., children to and from school or emergency situations) only after obtaining
1550 authorization from the Town Administrator or his designee.
1551
1552 28.5 The Town and/or individual departments may establish and/or amend rules governing personally
1553 assigned take-home vehicles at the Town's sole discretion. Non vehicle related disciplines shall
1554 not be used to take away vehicles from bargaining unit employees.

ARTICLE 29 - SALARY INCENTIVE, SPECIAL ASSIGNMENT AND DUTY PAY

- 29.1 Communication Training Officer designated by the Chief of Police or his designee to train Communication Dispatch personnel shall receive a pay differential of \$50.00 per month.
- 29.2 Road Patrol Police Service Aide (Special Assignment) designated by the Chief of Police or his designee to train Road Patrol Police Service Aides (Special Assignment) shall receive a pay differential of \$50.00 per month.
- 29.3 Bargaining unit employees in the positions of: Building Inspector, Mechanical Inspector, Plumbing Inspector, Electrical Inspector, Building Plans Examiner, Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector shall be eligible to receive an annual incentive payment in the amount of \$3,600.00 which will be made in incremental payments on each pay period (i.e., approximately \$138.46 per pay period) while the employee remains in the applicable job classification. The parties further agree that this incentive payment will be paid only as long as the Town determines that the developmental activity within the Town warrants such incentive payments. In this regard, the parties agree that the Town's decision as to whether this incentive payment plan should be continued or modified remains in the Town Administrator's (or designee) sole and exclusive discretion, and that the discontinuance or modification of this incentive payment by the Town shall be subject to any bargaining requirements before or after the decision is implemented.

ARTICLE 30 - DRUG- AND ALCOHOL-FREE WORKPLACE

30.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and can have an adverse impact on Town government, the image of the Town, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to promote a drug- and alcohol-free workplace. The Town will maintain a drug-free and alcohol-free workplace policy that meets the Federal Drug Free Workplace Act and the Florida Drug-Free Workplace program requirements as set forth in Chapter 440 of the Florida statutes. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements. The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program.

ARTICLE 31 - SAVINGS CLAUSE

- 1591
1592
1593 31.1 If any provision of this Agreement, or the application of such provision, shall be rendered or
1594 declared invalid by any court of competent jurisdiction, the remaining parts or portions of this
1595 Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon
1596 demand, agree to renegotiate a replacement provision.
1597
- 1598 31.2 It is acknowledged that during negotiations which resulted in this agreement the Union had the
1599 unlimited right and opportunity to make proposals with respect to all proper subjects within
1600 the scope of representation. Therefore, for the term of this agreement, the Union agrees that
1601 the Town shall not be obligated to meet and confer with respect to any subject or matter not
1602 specifically referred to or covered in this agreement. All terms and conditions of employment
1603 not covered by this agreement shall continue to be subject to the Town's direction and control.
1604
- 1605 31.3 During the term of this agreement benefits enacted by this contract, shall not be changed without
1606 mutual consent of the Union and Town during the term of this agreement.

ARTICLE 32 - TOTALITY OF AGREEMENT

- 32.1 The Town and the Union recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation or duty to otherwise negotiate during the term of this agreement, any provision to the contrary notwithstanding.

ARTICLE 33 - TERM OF AGREEMENT

This Agreement shall be in effect for three (3) years commencing October 01, 2005 and expiring September 30, 2008.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

The Town agrees to permit seven (7) bargaining unit employees to participate in contract negotiations between the Town and the Union during regular business hours with no loss of pay.

Dated this Seventeenth day of May, 2006.

TOWN OF DAVIE

BY: 

Mayor/Councilmember

BY: 

Town Administrator

FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE

BY: 

FOP Staff Representative